

EXHIBIT I

Civil Action No. 1:23-cv-1466



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Via Email Only
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September 1, 2023

Jackson Walker, LLP
Joshua A. Romero
100 Congress Ave, Ste 1100
Austin, TX 78701

Re: *Jasmin Munoz, individually and as personal representative of the Estate of Antelmo Ramirez, Sr., Deceased, Karina Ramirez and Antelmo Ramirez, Jr. v. Tesla, Inc.; Belcan, LLC; Belcan Engineering Group, LLC; and Belcan Services Group Limited Partnership and Gaspar Cano, Jr.; Cause No: 2022-27251; 152nd JDC, Harris County, TX*
Insured: Belcan Services Group, Ltd. Partnership
Claim No: FZG5826
Date of Loss: 9/28/2021

Dear Mr. Romero:

Travelers Property Casualty Company of America ("Travelers") acknowledges receipt of your letter dated August 8, 2023 requesting reconsideration of our rejection of Tesla's tender for defense and indemnity in the above captioned case. Please accept this letter as our response.

With regards to additional insured status, Tesla would only qualify as an additional insured under Belcan's policy for injuries caused by acts or omissions of Belcan, or its subcontractors, in the performance of their work. The endorsement specifically provides that Tesla would not qualify as an additional insured for its independent acts or omissions. In this lawsuit, Tesla is being sued for its own alleged negligent conduct, not the acts or omissions of Belcan. Therefore, the claims against Tesla are not within the scope of coverage provided by the additional insured endorsement under Belcan's policy.

With regards to contractual indemnification, the MSA between Tesla and Belcan contains a choice of law provision stating that California law will apply. In California, an indemnity agreement providing for indemnification against an indemnitee's own negligence "must be clear and explicit and is to be strictly construed against the indemnitee." There is no such express indemnity agreement in the MSA. As such, the indemnity provision in the MSA provides for general indemnity for claims in which Tesla is merely passively negligent. However, the claims against Tesla, in this case, are not limited to passive negligence. The allegations against Tesla involve its active participation in directing construction operations.

For these reasons, Travelers maintains its denial of Tesla's tender for defense and indemnity in this case.

Sincerely,

THE TRAVELERS INDEMNITY COMPANY OF AMERICA

Rhonda Regan

Rhonda Regan

Claim Professional

cc:

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